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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

KAREN TRUDELLE and ANTHONY
BROUSSARD, individuals, on behalf of
themselves, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

CHILDREN OF THE RAINBOW, INC., a
California corporation, and DOES 1-50,
Inclusive,

Defendants.

Case No. 37-2022-00034860-CU-OE-CTL [Lead]
Case No. 37-2023-00006660-CU-OE-CTL

[PROPOSED] JUDGMENT

Date: December 13, 2024
Time: 8:30 a.m.

Judge: Hon. Robert Longstreth
Department: 65

Trial Date: N/A
Action Filed: August 30, 2022

1 Plaintiffs’ motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action and Release of Claims (“Agreement”) and Motion for Class Counsel Award and
3 Class Representative Service Award duly came on for hearing on December 13, 2024, before the
4 above-entitled Court. The parties having settled this action and the Court having entered an Order
5 Granting Motion for Final Approval of Class Action and PAGA Settlement and good cause
6 appearing therefore,

7 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

8 1. The certification of the Settlement Class is confirmed for the purposes of settlement.
9 The Class is defined as “all non-exempt employees who are or previously were employed by
10 Defendant and performed work in California during the Class Period.” The Class Period is defined
11 as the period from August 30, 2018 to June 30, 2023.

12 2. All persons who meet the foregoing definition are members of the Settlement Class,
13 except for those individuals who filed a valid request for exclusion (“opt out”) from the Class.

14 3. Except as set forth in the Agreement, the Order Granting Motion for Final Approval
15 of Class Action and PAGA Settlement and this Final Judgment, Plaintiffs, and all members of the
16 Settlement Class, shall take nothing in the Action. Each party shall bear its own attorneys’ fees and
17 costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval
18 of Class Action and PAGA Settlement and in this Final Judgment.

19 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
20 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
21 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
22 benefits.

23 5. As of the date the Defendant funds the Gross Settlement Amount, each Class
24 Member who has not validly opted out has released the “Released Class Claims” against the
25 Defendant as set forth in the Agreement.

26 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:
27 The Released Class Claims are defined as class claims that were or reasonably could have been
28 alleged in the operative complaints, which occurred during the Class Period, and expressly

1 excluding all other claims, including claims for vested benefits, wrongful termination,
2 unemployment insurance, disability, social security, workers' compensation, and class claims
3 outside of the Class Period.

4 7. As of the date the Defendant funds the Gross Settlement Amount, the Plaintiffs, the
5 Labor and Workforce Development Agency ("LWDA"), and the State of California, has released
6 the Defendant from the "Released PAGA Claims" for the "PAGA Period" as set forth in the
7 Agreement.

8 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:
9 The Aggrieved Employees are defined as all current and former non-exempt employees who worked
10 at any time during the PAGA Period for Defendant in California. The Released PAGA Claims are
11 defined as all PAGA claims that were or reasonably could have been alleged in the operative
12 complaints and Plaintiffs' PAGA Notices to the LWDA which occurred during the PAGA Period,
13 and expressly excluding all other claims, including claims for vested benefits, wrongful termination,
14 unemployment insurance, disability, social security, workers' compensation, and PAGA claims
15 outside of the PAGA Period. The PAGA Period means the period of July 28, 2021 to June 30, 2023.

16 9. This Court hereby grants final approval and awards the following: (i) Ninety Six
17 Thousand Eight Hundred and Fifty Eight Dollars and Twenty Six Cents (\$96,858.26) to Class
18 Counsel comprised of Attorneys' Fees in the amount of one-third of the Gross Settlement Amount,
19 or Eighty Thousand Dollars and Zero Cents (\$80,000.00) and Attorneys' Expenses in the amount
20 of Sixteen Thousand Eight Hundred Fifty-Eight Dollars and Twenty-Six Cents (\$16,858.26); (ii)
21 the Class Representative Service Award to Class Representatives Karen Trudelle and Anthony
22 Brossard in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) each; (iii) settlement
23 administration costs of Five Thousand Five Hundred Dollars and Zero Cents (\$5,500.00) to Apex
24 Class Action Administration ("Claims Administration Expenses"); and (iv) Ten Thousand Dollars
25 and Zero Cents (\$10,000.00) to the Labor and Workforce Development Agency ("PAGA
26 Payment").

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1 10. Plaintiffs shall give notice of this Judgment to the Labor and Workforce
2 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
3 California Labor Code section 2699(1)(3).

4 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
5 **ORDERED.**
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8 DATED: _____, 2024
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11 _____
12 Hon. Robert Longstreth
13 Judge, Superior Court for the State of California,
14 County of San Diego
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